



Financial Management & Administration

**REQUEST FOR PROPOSAL
FOR
MyRC User Interface Rewrite**

RFP NUMBER: 2023-038

ISSUE DATE: 5/22/23

OPEN DATE & TIME: 6/21/2023 2:00 PM

Purchasing Administrator: Santos Madrigal

Contact Information: santos.madrigal@jocogov.org 913-715-0538

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1. TENTATIVE TIMELINE

Issue RFP	5/22/2023
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Clarification Deadline	6/12/2023
Open RFP	6/21/2023
Interviews- Week of	7/17/2023
Board Approval	8/10/2023
Project Begins	8/31/2023

2. INTRODUCTION

Johnson County is a local government organized on September 7, 1857 and located in the Kansas City metropolitan area of northeast Kansas. The County serves a diverse and expanding population through four county agencies and 26 county departments and offices. The County has more than 4,000 public servants serving in more than 52 offices located through-out the County and dedicated to helping Johnson County's more than 600,000 residents remain part of a safe and vibrant community. Johnson County is governed by a seven-member, non-partisan, elected Board of County Commissioners (BOCC). The BOCC appoints a County Manager. Johnson County also has both an elected Sheriff and District Attorney.

In addition to the traditional governmental operations of public health and safety, codes regulations, and tax collection, Johnson County operates a major intermodal transportation system, two (2) airports, railroad and business park, fourteen libraries, four multi-service centers, a parks and recreation district, mental health and developmental support centers, a community corrections program, and a countywide wastewater system. More information on Johnson County can be found on our public website (www.jocogov.org), as this site provides information on the organization and a complete directory of services provided as well as the wide range of public resources available.

3. QUESTIONS

To ensure open and fair competition for all potential respondents, ALL questions and contact concerning this RFP shall be directed to the Johnson County Purchasing Administrator: Santos.Madriral@jocogov.org 913-715-0538

We encourage you to submit questions up until the cutoff date and time by selecting 'Ask Question' on the solicitation event at: <https://jocogov.ionwave.net>

Respondent should make NO CONTACT, either written or verbal, with the Board of County Commissioners, Johnson County legal counsel, department personnel, consultants, or other county boards beginning with the issuance of this document through approval of award.

4. SCOPE OF SERVICES

1. Johnson County is seeking to partner with a vendor that can provide a responsive solution for the My Resource Connection (MyRC) application that meets additional functional and business requirements. The objective of this project is to select an established vendor that can provide a mobile-friendly interface for MyRC. The solution must provide an intuitive user interface, allow public users and staff to access existing

MyRC resources, and be accessible across a wide variety of mobile devices with differing levels of network access. Johnson County is looking for a partner that will be a good fit, but also meet the functional requirements.

2. Project Management.

- a. The selected vendor should provide an experienced project manager that can manage the overall project schedule, vendor resources, change requests and project issues as well as, communicate project status.
- b. The selected vendor should provide the County with a preliminary Statement of Work and Project Plan. County staff will review these deliverables and make modifications where necessary.

Johnson County will:

- Provide an experienced project manager for the implementation. This individual will be a single point of contact for the vendor; manage County resources and deliverables; submit change requests, escalate project issues; and provide project status information.

3. Implementation Assistance.

- The selected vendor shall provide assistance with installation, configuration, gap analysis, data conversion, interface development, testing, training, and customization (if needed).
- The vendor will be responsible for coordinating and ensuring all required staff can provide input as necessary. In addition, accommodate Johnson County staff obligations during peak election timeframes throughout the year.

Johnson County will:

- Provide a software implementation team made up of subject matter experts, a project manager, business analysts, database analyst, system and security specialists, and a trainer.
- Perform an analysis between the functionality listed as “Included” in the selected vendor’s RFP response and the actual software solution. Identified gaps that exist between the vendor’s RFP response and the actual solution will be reviewed with the vendor for clarification and remediation strategies. The County expects that gaps in “Included” functionality will be remediated in a timely manner as defined by the County and at no cost to the County.
- With assistance from the vendor, perform thorough testing of the software solution prior to “go-live” in the County’s production environment. All problems found during acceptance testing should be resolved by the vendor in a timely manner, and at no cost to the County.

5. CONTRACT TERM & OPTION TO RENEW

The contract resulting from this RFP shall be effective for the approximate twelve (12) month period from the date of the notice of award. The County reserves the sole right to renew said contract for four (4) additional twelve (12) month periods at the same specifications and terms and conditions of any contract that may be derived from this request for proposal if mutually agreed upon by both parties.

6. EVALUATION PROCESS

The proposals will be evaluated by an Evaluation Committee usually composed of County personnel and/or other governmental agencies. Members of the Evaluation Committee will independently review and rate each proposal based on the listed criteria.

The County's RFP process is usually a two-step process. The first step consists of an Evaluation Committee scoring all responsive proposals. This scoring is determined by allocating points totaling 100, which are assigned to evaluation criteria similar to the sample scoring and categories below.

Numerical scores will be tabulated and ranked by the purchasing administrator. The finalists will be determined by the rank and will be "short listed" for the interview/cost proposal phase of the RFP. In some circumstances, interviews may be waived with mutual consent of the Purchasing Administrator and the Evaluation Committee. In the case interviews are waived, cost proposals will be requested from all who responded to the solicitation.

Finalist firm interviews shall be independently evaluated by each Evaluation Committee member based on points totaling 100. Points are assigned to criteria similar to the sample scoring and categories below.

The Fee/cost proposal will only be required of finalists and due at the time of the interview. The cost proposal shall not be opened until all of the technical/qualification evaluation of the interview is complete. The purchasing administrator will award maximum points to the lowest fee/cost proposal and add to appropriate firms' total.

Following the interviews, the Evaluation Committee will select and/or recommend one (1) or more firm(s) to provide the County the services required in this RFP. The staff will then endeavor to negotiate a contract with the successful firm. In the event that a mutually agreeable contract cannot be negotiated with said firm, the staff will then enter into contract negotiations with the next highest rated firm, and so on until a mutually agreeable contract can be negotiated. Final contract authorization will be made by the County.

SAMPLE SCORING GUIDELINES						
	35 Point Question	30 Point Question	25 Point Question	20 Point Question	15 Point Question	10 Point Question
Outstanding	29-35	25-30	21-25	17-20	13-15	9-10
Exceeds Acceptable	22-28	19-24	16-20	13-16	10-12	7-8
Acceptable	15-21	13-18	11-15	9-12	6-9	5-6
Marginal	0-14	0-12	0-10	0-8	0-5	0-4

PROPOSAL

Project Approach: 35 Points

Evaluate the firm's project approach and understanding of the Scope of Services required in the RFP as evidenced by its proposal.

Firm Personnel: 25 Points

Consider comparable experience and background of the specific personnel that shall be assigned to the County's project(s) as outlined in the proposal. Also consider the specific involvement of those persons in projects noted in the proposal.

Quality of Similar Work: 20 Points

Consider previous experience and references listed in the proposal. Is the firm experienced in providing services similar to that requested in the RFP?

Overall Responsiveness to the RFP: 10 Points

Consider whether all requested information was furnished by the firm in the format required by RFP.

Applicable Resources: 10 Points

Evaluate the extent of applicable resources available to the firm to complete the County's project(s) as listed in the proposal.

INTERVIEW

Project Approach:

35 Points

Does the proposed project approach expressed in the proposal/interview appear to be realistic and feasible? Has the firm demonstrated that they have a good understanding of the proposed type of project(s)?

Key Staff Members:

25 Points

Based on the proposal/interview consider the involvement and experience of key personnel that will be assigned to the proposed project(s). Evaluate their response to questions, knowledge demonstrated and involvement in discussion.

Firm Experience:

20 Points

Based on the proposal/interview evaluate the firm's experience with similar projects.

Staff Utilization:

10 Points

Based upon the proposal/interview and any contact with previous clients of firm, determine capability and demonstrated ability to meet schedules and deadlines.

Cost:

10 Points

(Will only be required of finalists and is due at the time of the interview)

7. STANDARD TERMS AND CONDITIONS

7.1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in this solicitation document or any amendment hereto, the definition or meaning described below shall apply.

Agency, Office, and/or Department mean(s) the statutory unit of County government in Johnson County, Kansas for which the equipment, supplies, and/or services are being purchased by the Financial Management and Administration, Purchasing Division.

Amendment/Addendum means a written, official modification to a solicitation document or to a contract.

Attachment applies to all forms which are included with a solicitation document to incorporate any informational data or requirements related to the performance requirement.

RFP Opening Date and Time and similar expressions mean the exact deadline required by the solicitation document for the electronic submission of the Request for Proposal by the Financial Management and Administration, Purchasing Division.

Respondent mean(s) the person, firm, or organization that responds to a solicitation document by submitting a proposal with price to provide the equipment, supplies, and/or services as required in the solicitation document.

Board of County Commissioners or BOCC means the governing body of Johnson County, Kansas.

Purchasing Administrator means the procurement staff member of the Financial Management and Administration, Purchasing Division. The **Contact Person** as referenced herein is usually the Purchasing Administrator.

Contract means a legal and binding agreement between two or more competent parties for the purchase of equipment, supplies, and/or services.

Contractor means a person, firm, or organization who is a successful respondent as a result of a proposal and who enters into a contract.

County means Johnson County, Kansas.

Exhibit applies to forms which are included with a proposal for the respondent to complete and return with the electronic submission prior to the specified opening date and time.

Request for Proposal (RFP) means the solicitation document issued by the Financial Management and Administration, Purchasing Division, to potential respondents for the purchase of equipment, supplies, and/or services as described in the document. This definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.

May means that a certain feature, component, or action is permissible, but not required.

Must means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a proposal being considered non-responsive and not evaluated any further.

Shall has the same meaning as the word must and is an obligation to the condition.

Should means that a certain feature, component and/or action is desirable and not mandatory.

7.2. OPEN COMPETITION

It shall be the Respondent's responsibility to ask questions, request changes or clarification, or otherwise advise the Financial Management and Administration, Purchasing Division, in writing, if any language, specifications, or requirements of a proposal appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the proposal to a single source. Any and all communication from Respondents regarding specifications, requirement, competitive RFP process, etc., must be directed to the purchasing administrator from the Financial Management and Administration, Purchasing Division, as indicated on the first page of the proposal. Such communication should be received at least seven (7) calendar days prior to the official RFP opening date.

Every attempt shall be made to ensure that the respondent receives an adequate and prompt response. However, in order to maintain a fair and equitable RFP process, all respondents will be advised, via the issuance of an amendment to the proposal, of any relevant or pertinent information related to the procurement. Therefore, respondents are advised that unless specified elsewhere in the proposal, any questions received by the Financial Management and Administration, Purchasing Division, less than seven (7) calendar days prior to the proposal opening date may not be answered.

Respondents are cautioned that the only official position of the County is that position which is stated in writing and issued by the Financial Management and Administration, Purchasing Division, in the proposal or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement from the County.

The Financial Management and Administration, Purchasing Division, monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among Respondents, price-fixing by Respondents, or any other anti-competitive conduct by Respondents which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Kansas Attorney General's Office for appropriate action.

The Financial Management and Administration, Purchasing Division, reserves the right to officially modify or cancel a solicitation after issuance. Such a modification shall be identified by an amendment/addendum.

7.3. PREPARATION OF PROPOSAL

Respondents must examine the entire proposal carefully. Failure to do so shall be at Respondent's risk.

Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications/requirements.

Unless otherwise specifically stated in the RFP, any manufacturer's names, trade names, brand names, information and/or catalog number listed in a specification and/or requirement are for informational purposes only to indicate level of quality required and are not intended to limit competition. The respondent may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the RFP. In addition, the respondent shall explain, in detail: (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements; and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection.

Proposals lacking any written indication of intent to respond with an alternate brand or to take an exception shall be received and considered to be in complete compliance with the specifications and requirements as listed in the RFP.

All equipment and supplies offered in a proposal must be new and of current production and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.

Firm fixed prices shall include all packing, handling and shipping charges FOB destination, freight allowed unless otherwise specified in the RFP.

The firm fixed prices shall remain valid for 90 days from RFP opening, unless otherwise indicated. If the proposal is accepted, prices shall be firm for the specified contract period.

7.4. SUBMISSION OF PROPOSAL

A proposal must be submitted electronically at <https://jocogov.ionwave.net> by a Respondent and must: (1) be signed electronically by a duly authorized representative of the Respondent's organization; and (2) contain all information required by the RFP. If there is difficulty submitting a proposal electronically, contact the purchasing administrator for assistance. Arrangements may be made to receive sealed paper proposals by solicitation close by the Department of Financial Management and Administration, Purchasing Division, Johnson County Administration Building, 111 South Cherry Street, Suite 2400, Olathe, Kansas 66061-3486. You must register as a supplier at <https://jocogov.ionwave.net> at least two (2) business days prior to the proposal opening to ensure a successful registration. No other method of submitting proposals will be accepted.

A response may be modified or withdrawn prior to the official opening date and time specified. No respondent may submit more than one response.

7.5. PROPOSAL OPENING

Virtual proposal openings are held via Zoom Meeting publicly on the opening date and at the opening time specified on the RFP document at the link provided below. Respondents may notify the purchasing administrator no less than two (2) business days before the bid opening if they wish to attend the bid opening in person for accommodation.

June 21st, 2023 at 2:00 pm CST

<https://zoom.us/j/94987765837>

Meeting ID: 949 8776 5837

It is the Respondent's responsibility to ensure that the proposal is submitted electronically by the official opening date and time at <https://jocogov.ionwave.net>. Late submissions will not be considered regardless of the degree of lateness or the reason related thereto, including causes beyond the control of the respondent.

Unofficial results of all proposals that have been submitted will be available electronically at <https://jocogov.ionwave.net> within 24 hours of the RFP opening.

7.6. EVALUATION/AWARD

Any pricing information submitted by a respondent pursuant to the requirements of the RFP but not reflected on the pricing page shall be subject to evaluation if deemed by the Financial Management and Administration, Purchasing Division, to be in the best interests of the County.

Unless otherwise stated in the RFP, cash discounts for prompt payment of invoices shall not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.

Awards shall be made to the Respondent whose RFP (1) complies with all mandatory specifications and requirements of the proposal and (2) is the best RFP, considering price, responsiveness and responsibility of the respondent, and all other evaluation criteria specified in the RFP.

When evaluating a proposal, the County reserves the right to consider relevant information and fact, whether gained from a proposal, from a Respondent, from Respondent's references, or from any other source.

Any award of a contract shall be made by written notification from the Financial Management and Administration, Purchasing Division.

All submitted proposals and associated documentation shall be subject to the provisions of the Kansas Open Records Act (K.S.A. 45-215 et seq.). The Kansas Open Records Act does permit limited materials to be protected from disclosure. Generally, protected exceptions are financial information submitted as qualification statements and materials privileged under the rules of evidence. These documents should be properly labeled proprietary or confidential. The technical and cost/pricing response documents should not be labeled proprietary, confidential, or in any other manner to restrict dissemination.

The Financial Management and Administration, Purchasing Division, reserves the right to request written clarification of any portion of the respondent's response in order to verify the intent of the respondent. The respondent is cautioned, however, that respondent's response shall be subject to acceptance without further clarification.

The Financial Management and Administration, Purchasing Division, reserves the right to award by item, groups of items, or on all or none basis; and reserves the right to reject any or all proposals in part, or in its entirety, to waive any minor technicality or irregularities of proposals received.

In the event of a discrepancy between the unit price and the extension, the unit price shall prevail.

Respondents who protest the conditions, specifications or scope of services, or other requirements contained in this solicitation are encouraged to review the County's Administrative Purchasing Policies and Procedures located at the County's website at [Johnson County Administrative Policy & Procedures](#).

7.7. CONTRACT/PURCHASE ORDER

By submitting a proposal, the Respondent agrees to furnish any and all equipment, supplies and/or services specified in the RFP, pursuant to all requirements and specifications contained herein.

A binding contract shall include: (1) The RFP and any amendment thereto; (2) the Respondent's proposal submitted in response to the RFP; and (3) the County's acceptance of the Respondent's proposal, in writing.

The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment.

7.8. INVOICING AND PAYMENT

The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the County.

Payments shall be tied to successful completion of project milestones. Payment for all equipment, supplies, and services shall be made in arrears. Johnson County shall not make any advance deposits, unless provided for in the contract.

The County assumes no obligation for equipment and supplies shipped in excess of the quantity ordered. Any unauthorized quantity is subject to the County's rejection and shall be returned at the contractor's expense.

The County and its agencies are exempt from state and local sales and use taxes by KSA 79-3606. Situs of all transactions under the order(s) that shall be derived from the RFP shall be deemed to have been accomplished within the State of Kansas.

7.9. DELIVERY

Time is of the essence. Deliveries of software code, equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

Prior to delivery of equipment, each unit must be completely serviced and lubricated in accordance with factory service specifications. Successful respondent is responsible to furnish any equipment needed for unloading of equipment at the F.O.B. destination point.

7.10. INSPECTION AND ACCEPTANCE

No software code, equipment, supplies, and/or services received by an agency of the County pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said software code, equipment, supplies, and/or services.

All software code, equipment, supplies, and/or services which do not comply with the specifications or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

The County reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.

The County's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies available to the County.

7.11. WARRANTY

The contractor shall expressly warrant that all software code, equipment, supplies, and/or services will perform in accordance with generally accepted industry standards, practices and principles applicable and shall: (1) conform to each and every specification, drawing, sample or other description which was furnished or adopted by the Financial Management and Administration, Purchasing Division; (2) be fit and sufficient for the purpose expressed in the RFP; (3) be of good materials and workmanship; and (4) be free from defect. The Respondent shall replace a defective product at its own cost.

7.12. CONFLICT OF INTEREST

Respondent hereby covenants that at the time of the submission of the proposal the Respondent has no other contractual relationships which would create any actual or perceived conflict of interest. Respondent further agrees that during the term of this contract neither the Respondent nor any of its employees shall acquire any other contractual relationships which create such a conflict.

7.13. CANCELLATION/TERMINATION OF CONTRACT

In the event of material breach of the contractual obligations by the contractor, the County, may cancel the contract. At its sole discretion, the County, may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. Unless otherwise provided for in the contract, the actual cure must be completed within no more than 10 working days from notification a written plan detailing how the contractor intends to cure the breach.

If the contractor fails to cure the breach or if circumstances demand immediate action, the Financial Management and Administration, Purchasing Division will issue a notice of cancellations terminating the contract immediately.

If the County cancels the contract for breach, the County reserves the right to obtain the software code, equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the County deems appropriate and to back charge the contractor for any additional costs incurred thereby.

The County reserves the right to terminate the contract at any time for the convenience of the County, without penalty or recourse, by giving the contractor a written notice of such termination at least 30 calendar days prior to termination. The contractor shall be entitled to receive just and equitable compensation for the work completed pursuant to the contract prices prior to the effective date of termination.

The contract is subject to the provisions of the Kansas Cash Basis Law, K.S.A. 10-1101 et seq., and amendments thereto, (the "Act"). By virtue of this Act, the County is obligated only to pay periodic payments as contemplated by the contract as may lawfully be made from funds budgeted and appropriated for that purpose during the County's current budget year (i.e., January 1 to December 31) or from funds made available from any lawfully operated revenue producing source. Should the County fail to budget, appropriate or otherwise make available funds for payments due under the contract in any budget year, the contract shall be deemed terminated on the last day of the then current budget year for which appropriations were received, without penalty or expense to the County of any kind whatsoever."

7.14. COMMUNICATIONS AND NOTICES

Any notice or other communication to the contractor shall be made in writing via email, delivered personally, or by United States mail, postage prepaid, to the address listed in the contractor's proposal.

7.15. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the County, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

7.16. NON-DISCRIMINATION IN EMPLOYMENT

In accordance with K.S.A. 44-1030, the contractor agrees that:

The contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, color, sex, religion or creed, age, disability, pregnancy, ancestry or national origin, military status or membership or service in the military.

In all solicitations or advertisements for employees, the contractor shall include the phrase "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("Commission");

If the contractor fails to comply with the manner in which it reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the County.

If the contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the County; and

The contractor shall include the provisions of subsections a. through d. (immediately above) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

The provisions of this Section shall not apply to the contractor if the contractor employs fewer than four employees during the term of the present contract or the present contract cumulatively totals \$5,000 or less during the fiscal year of the County.

7.17. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of software code, equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

7.18. GOVERNING LAW AND VENUE

All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas, and the District Court of Johnson County, Kansas shall have jurisdiction over any controversy or claim arising out of, or relating to, the contractual agreements or their performance or interpretation.

7.19. HOLD HARMLESS

The contractor agrees to protect, defend, indemnify and hold the BOCC, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of the error, omission, recklessness, negligent act or willful misconduct of the contractor (collectively hereinafter "claims"). Without limiting the generality of the foregoing, any and all such claims, relating to personal injury or of any other tangible or intangible personal or administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims at contractor's sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

7.20. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

7.21. RIGHT TO EXAMINE AND AUDIT RECORDS

The Contractor agrees that the County, or any of its authorized representatives, shall have access to and the right to examine and audit any and all books, documents, papers and records of the Contractor hereunder, or any change order or contract modification thereto, or with compliance with any clauses thereunder. Such records shall include hard copy as well as computer readable data. The Contractor shall require all of its payees including but not limited to, subcontractors, insurance agents or material suppliers to comply with the provisions of this clause by including the requirements hereof in a written agreement between the Contractor and payee. Further, the Contractor agrees to cooperate fully and will cause all related parties and will require all of its payees to cooperate fully in furnishing or making available to the County any and all such books, documents, papers, and records.

7.22. RESERVED

7.23. TAX CLEARANCE FOR TAXES OWED TO LOCAL GOVERNMENTS

The local governments of Johnson County, KS, City of Kansas City, MO, Jackson County, MO, and the Unified Government of Wyandotte County, KS (collectively the "Local Governments"), have agreed to cooperate with each other to ensure that tax funded contracts are performed by Contractors in compliance with the Tax Laws of the Local Governments. Contactor agrees that the Contractor shall be in compliance with the respective Tax Laws of the Local Governments throughout the term of this contract and any contract renewals and that proof of Contractor's compliance with the Tax Laws of the Local Governments shall be a condition of award. Upon award of contract and all subsequent renewals with Johnson County in the amount of \$100,000.00 or more, contractor must obtain a Tax Clearance Certification. The Tax Clearance Certification must be signed by an authorized official from all four (4) of the "Local Governments" and submitted to the Johnson County Purchasing Department prior to a notice of award (or) contract renewal. The Tax Clearance Certification shall be valid for a period of one year from the date of issuance and shall not be dated more than sixty (60) days prior to any notice of intent to contract by the County.

7.24. TIME LIMIT TO SUBMIT SUPPORTING DOCUMENTS

Within ten (10) calendar days after notification to enter into contract, the successful Respondent must furnish the specified insurance and bonds required, if any. If any successful Respondent fails to furnish said documents within ten (10) calendar days, the award to that Respondent may be withdrawn and awarded to the next acceptable proposal.

7.25. MANNER OF PAYMENT

The contractor agrees to accept payment from the County in the form of a procurement (credit) card and/or conventional check and/or electronically, at the County's option, without imposing any additional fees, costs or conditions with respect to the manner and/or receipt of such payment.

7.26. SURCHARGES

Surcharges (fuel or otherwise) are not allowed under any agreement as a result of this RFP. Any such surcharges are to be included in the contract pricing.

7.27. ADDITIONAL SERVICES

The County reserves the right to add additional services to the contract with the mutual consent of the contracting parties within the contract period.

7.28. NEGOTIATIONS

The County reserves the right to negotiate any and all elements of a contract resulting from this RFP.

7.29. TRAVEL EXPENSES

The County will reimburse reasonable and necessary travel and related expenses to the successful contractor based on the following conditions: travel expenses for airline expenses for business class based on actual cost. Lodging, mileage, and food will be based on the GSA per diem rates for the Kansas City Metro region. All such

expenses will be up to but not in excess of the per diem rate for this area based on actual receipts. The applicable GSA per diem information can be located at <http://www.gsa.gov/portal>. Additional expenses such as ground transportation to and from the airport and vehicle rental may also be approved. All travel expenses are subject to the County's prior approval and must have receipts to verify expenses.

7.30. PUBLICITY CLAUSE

Respondent must obtain prior written approval from the County for use of information relating to the County or the contract in advertisements, brochures, promotional materials or media, press releases or other informational avenues.

7.31. OWNERSHIP

Any work product, including source code, or deliverable report or data provided to the County as a result of work performed while under contract shall be considered property of the County and may be used in any fashion the County deems appropriate.

7.32. OBJECTIONS

Any objections or concerns to the RFP language, terms and conditions, scope or other elements of the RFP must be included with the Respondent's response. Failure to note such concerns will indicate Respondent's acceptance of the same.

7.33. SUSTAINABLE EFFORTS

The County desires to procure goods and services that are sustainable and maximize value to the County at both a cost and environmental level. Please describe your firm's environmental stance and what steps your firm has taken to support the goal of environmental stewardship.

7.34. DEBARMENT AND SAM (System of Award Management)

Any successful Respondent must certify that Respondent and its principals are not debarred or suspended or otherwise excluded from participation by any governmental department or agency. This shall be verified through SAM for supplier suspension or debarment: <https://www.sam.gov/portal/public>

7.35. LICENSES AND PERMITS

The contractor shall be, without expense to the County, responsible for obtaining any necessary licenses and permits.

7.36. CODES AND REGULATIONS

All work within the scope of this RFP shall be completed by the successful Respondent to all applicable current prevailing codes and regulations.

7.37. CONTRACT PRICING

The prices quoted by the successful Respondent shall remain firm during the initial contract period. Prices for contract renewal periods shall be negotiated and mutually agreed upon.

7.38. PERFORMANCE AND STATUTORY BONDS

The successful Respondent may be required to furnish a Performance Bond and/or Statutory Bond equal to 100% of the contract. Such bond shall be executed by a surety company authorized to do business in the State of Kansas and requires the appointment of a Kansas Resident Agent.

8. SPECIAL CONDITIONS

8.1. INSURANCE

Contractor shall carry and maintain in force for the duration of the Contract insurance coverage, underwritten by insurer(s) lawfully authorized to write insurance in the State of Kansas, of the minimum types and limits as set forth below:

8.1.1. Commercial General Liability:

1. Must follow the most current ISO form CG 00 01, or an equivalent occurrence-based form that is no less broad, with no amendments to the definition of an “insured contract” or limitations of “coverage territory”;
2. Coverage must include:
 - a. Products/Completed Operations;
 - b. Personal & Advertising Injury;
 - c. Contractual Liability; and
 - d. Independent Contractor Liability.
3. Minimum required limits, which shall apply *per project*:
 - a. \$1,000,000 Combined Single Limit, for bodily injury, personal injury, and property damage liability per occurrence
 - b. \$2,000,000 annual aggregate
 - c. \$2,000,000 products/completed operations aggregate
4. Johnson County, Kansas and its Board of County Commissioners, officers, commissions, agencies and employees shall be named as Additional Insureds on this policy on a primary and non-contributory basis
5. A copy of the following endorsement(s) must be attached to the certificate of insurance:
 - a. Additional Insured (e.g., CG 20 10 or 20 33, or equivalent);
 - b. Primary and Noncontributory (CG 20 01, or equivalent); and
 - c. Waiver of Transfer or Rights of Recovery Against Others to Us (CG 24 04, or equivalent) or similar subrogation waiver

8.1.2. Workers' Compensation and Employer's Liability:

1. Statutory Workers' Compensation
2. Employer's Liability (E.L. and Disease):
 - a. Bodily Injury by Accident \$500,000 Each Accident:
 - b. Bodily Injury by Disease \$500,000 Policy Limit
 - c. Bodily Injury by Disease \$500,000 Each Employee
3. The policy's other states (3.C.) status must include, “All states other than 3.A states and monopolistic states.”
4. Must be endorsed to contain a subrogation waiver in favor of the County for the work performed by Contractor
5. A copy of the following endorsement(s) must be attached to the certificate of insurance:
 - a. Subrogation waiver endorsement

8.1.3. Commercial Automobile Liability:

\$1,000,000 Combined Single Limit for bodily injury and property damage per accident, covering all owned, non-owned, and hired vehicles

8.1.4 Professional Liability/Errors & Omissions Insurance

1. Minimum Limit: \$1,000,000 per claim or per occurrence.
2. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work or services under this Contract.
3. Insurance applicable to the work performed under the Contract shall be continued for two (2) years after completion of the work. Such continuation insurance may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Contract.

8.1.5 Data Privacy & Security (Cyber) Liability:

1. Minimum limits:
 - a. \$2,000,000 per claim
 - b. \$2,000,000 aggregate

- c. Coverage shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

Requirement to Provide Certificate of Insurance Evidencing Minimum Coverage; Notice of Changes. A certificate or certificates of insurance (COI) evidencing the minimum required coverage outlined herein must be filed with the County prior to commencement of the Work or Project. Under “DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES,” the following must be included:

- a. a brief description of the service, work, or project, RFP/IFB/Contract number; and
- b. “The Board of County Commissioners of Johnson County, KS (“BOCC”), its officers, commissions, agencies and employees are Additional Insureds under the Commercial General Liability policy on a primary and non-contributory basis.” The Additional Insured requirement does not create a partnership or joint venture between the BOCC and Contractor under this Contract.

Prior to contract execution, the successful respondent shall furnish Certificate(s) of Insurance verifying the required insurance is in full force and effect in accordance with this Contract. Within five (5) business days of expiration of any insurance coverage, Contractor shall provide renewal Certificate(s) of Insurance as required by this Contract. The Certificate Holder on each and every COI shall be as follows:

Board of County Commissioners
Johnson County, Kansas
c/o Risk Manager, FMA
111 South Cherry Street, Suite 2400
Olathe, Kansas 66061-3486

Prior to any reduction in coverage, cancellation, or non-renewal, the Contractor or its Agent shall provide the Certificate Holder not less than thirty (30) days advance written notice of such change in Contractor’s insurance coverage. It is Contractor’s sole responsibility to provide this notice to Certificate Holder. Failure to provide notice shall not relieve Contractor of its obligations under this Contract.

Primary and Non-Contributory; Waiver of Subrogation. For any claims arising out of work performed or services provided under this RFP, Contractor’s insurance coverage shall be primary and noncontributory. Contractor understands and agrees that any insurance or self-insurance maintained by the Board of County Commissioners of Johnson County, Kansas and/or its officers, commissions, agencies and employees shall apply in excess of and not be contributory with any insurance and self-insurance maintained by Contractor. Contractor agrees to waive subrogation that any insurer may acquire from Contractor by virtue of the payment of any loss(es) relating to this Contract. Contractor agrees to obtain any endorsement to this effect as required above under Section 8.1.1.5 and agrees that even in the absence of such endorsement, Contractor’s intent is to provide a broad waiver of subrogation against County for any loss(es) relating to this work performed or services provided under this RFP.

Subcontractors and Sub-Subcontractors. Contractor shall either ensure that all subcontractors and sub-contractors are covered under Contractor’s insurance or require all subcontractors and/or sub-subcontractors maintain insurance meeting all the requirements stated herein. Contractor shall further ensure that the additional insured requirements of Contractor as noted herein are met by any subcontractors and/or sub-subcontractors.

No Duty to Verify Satisfaction of Minimum Insurance Requirements. County reserves the right to review any and all of the required insurance policies and/or endorsements but has no obligation to do so. Failure to demand or verify evidence of full compliance with the insurance requirements set forth in this section or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of work or services provided under this RFP.

Claims Made Policies. In the event Contractor procures insurance coverage that is not written on an “occurrence basis” Contractor shall at all times, including without limitation, after the expiration or termination of this Contract for any reason, maintain insurance coverage for any liability directly or indirectly resulting from acts or omissions of Contractor occurring in whole or in part during the term of this Contract (hereinafter “Continuing Coverage”). Contractor may maintain such Continuing Coverage through the procurement of subsequent policies that provide for a retroactive date of coverage equal to the retroactive date of the insurance policy in effect as of the effective date of this Contract, the procurement of an extended reporting endorsement (commonly known as “tail coverage”) applicable to the insurance coverage maintained by Contractor during the term of this Contract, or such other method acceptable to County. The contractor shall maintain the full limit of coverage as stated above for the Statute of Repose.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	PHONE (A/C, No. Ext):	FAX (A/C, No):
SAMPLE	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE	NAIC #	
INSURED	INSURER A:		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
<input checked="" type="checkbox"/>	GENERAL LIABILITY	<input checked="" type="checkbox"/>		SAMPLE			EACH OCCURRENCE	\$	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	PER
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$	CONTRACT
	<input checked="" type="checkbox"/> CONTRACTUAL						PERSONAL & ADV INJURY	\$	
	<input checked="" type="checkbox"/> PROD / COMPLETED OPER.						GENERAL AGGREGATE	\$	
	GENL AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COM/OP AGG	\$	
<input checked="" type="checkbox"/>	POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC							\$	
<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY			SAMPLE			COMBINED SINGLE LIMIT (Ea accident)	\$	PER
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	CONTRACT
	<input checked="" type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$	
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
	<input type="checkbox"/> SCHEDULED AUTOS							\$	
<input checked="" type="checkbox"/>	UMBRELLA LIAB	<input checked="" type="checkbox"/>	OCCUR				EACH OCCURRENCE	\$	PER
	EXCESS LIAB		CLAIMS-MADE				AGGREGATE	\$	CONTRACT
	DED		RETENTION \$					\$	
<input checked="" type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	INCLUDE ALL STATES ENDT			<input checked="" type="checkbox"/> WC STATUTORY LIMITS		PER
	E.L. EACH ACCIDENT						\$	CONTRACT	
	E.L. DISEASE - EA EMPLOYEE						\$		
	E.L. DISEASE - POLICY LIMIT						\$		
	- PROFESSIONAL LIABILITY						PER TERMS OF CONTRACT		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

INCLUDE: 1) RFP No. and Project description, 2) Board of County Commissioners, Johnson County, Kansas, its Officers, Commissions, Agencies, and Employees are Named Additional Insured under General Liability as evidenced by Endorsement CG2010, GC2033, Or Manuscript equivalent.

CERTIFICATE HOLDER

CANCELLATION

Board of County Commissioners, Johnson County, KS c/o Risk Manager 111 S. Cherry Street, Suite 2400 Olathe, KS 66061-3441	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE XX
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9. RESERVED

10. INVOICE DISCOUNT TERMS

Is a discount offered for prompt payment of invoices? YES___ NO___

- a. Vendor Terms: _____
- b. % Discount: _____
- c. Net _____Days

11. INSTRUCTIONS FOR RESPONDING TO RFP

A proposal must be submitted electronically at <https://jocogov.ionwave.net> by a Respondent and must: (1) be signed electronically by a duly authorized representative of the Respondent's organization; and (2) contain all information required by the RFP. If there is difficulty submitting a proposal electronically, contact the purchasing administrator for assistance. You must register as a supplier at <https://jocogov.ionwave.net> at least two (2) business days prior to the proposal opening to ensure a successful registration. No other method of submitting proposals will be accepted.

It is your responsibility to follow the instructions and guidelines and provide appropriate response attachments where requested.

To submit a proposal, please provide the information specified in the Attachments located electronically at <https://jocogov.ionwave.net> and listed below.

11.1. VENDOR QUESTIONS (Attachment A)

This will be used to evaluate responding vendor organizations, products and processes, as well as their proposed solutions. Please respond to all questions in the order presented. Boilerplate material and brochures are not considered adequate as a response to questions.

11.2. REQUIREMENTS (Attachment B)

Detailed list of requirements supported by use case examples.

11.3. SECURITY CHECKLIST (Attachment C – Do not submit with proposal)

Will only be required of finalists and is due at the time of the interview. This checklist is a preliminary assessment, and more information may be requested. Please provide details and supporting information, where specified. **DO NOT SUBMIT WITH PROPOSAL**

11.4. KEY CONSULTANTS/ASSOCIATES (Attachment D)

If respondent intends to use outside (as opposed to in-house or permanently and formally affiliated) consultants or associates, names and addresses of all such individuals or firms should be provided, as well as their particular areas of technical/professional expertise, as it relates to this project. Existence of previous working relationships should be noted.

List key outside consultants/associates who will be used for the County's project.

Name & Address	Specialty	Worked with before?
----------------	-----------	---------------------

1)		
2)		
3)		
4)		
5)		

11.5. RESUMES (Attachment E)

Provide brief resume of key persons, specialists and individual consultants who shall be assigned to the county's project. Care should be taken to limit resumes to only those personnel and specialists who will have major project responsibilities. If more than one highest degree, such as two PhD's, list both with the year received and the particular technical/professional discipline which that individual will bring the project. If registered as an architect, engineer, surveyor, etc. show only the field of registration and the year that such registration was first acquired. If registered in several states, do not list states. Other experience may include such data as: familiarity with Government or agency procedures, similar type of work performed in the past, management abilities, familiarity with the geographic area, etc. Please limit synopsis of experience to directly relevant information.

Example:

1. Name and Title:
2. Email and Telephone Number:
3. Project Assignment/Role:
4. Name of firm associated with (vendor or consulting firm):
5. Years' experience with firm: Years' experience with other firms:
6. Education: Degree(s)/Year/School/Specialization
7. Active Registration: Year First Registered/Discipline

9. Other experience and/or qualifications relevant to the proposed project:

11.6. ILLUSTRATIVE WORK (Attachment F)

List between four (4) and eight (8) projects which demonstrate competence to perform work similar to that likely to be required on this project. More recent projects are preferred. Prime consideration will be given to projects that illustrate respondent's capability for performing work similar to that being sought.

Example:

a. Project Name & Location		c. Project owners Name & Address
b. Completion Date (Actual or Estimated)		
Estimated Cost (In Thousands)		f. Project Owner's Contact Person, Title, & Telephone Number Email _____
d. Entire Project \$	e. Work for Which Firm Was/Is Responsible %	
g. Scope of Entire Project (Please give quantitative indications wherever possible)		
h. Nature of Firms Responsibility in Project (Please give quantitative indications wherever possible)		
i. Firm's Personnel (Name/Project Role) Who Worked on the Stated Project and Shall be Assigned to the County's Project		

11.7. PROJECT APPROACH AND UNDERSTANDING

Concisely state the firm's understanding of the services required by the County. Provide a summary of the firm's proposed project approach, including any unique or challenging aspects of the approach, if appropriate.

11.8. ADDITIONAL INFORMATION AND RESOURCES

Through narrative discussion, show reasons why the firm believes it is especially qualified to undertake the project. Information provided should include, but not be limited to, such data as: specialized equipment available for this work, any awards or recognition received by the firm or individuals for similar work, special approaches or concepts developed by the firm relevant to this project, etc. Respondents may say anything they wish in support of their qualifications. When appropriate, respondents may supplement this proposal with graphic material and photographs, which best demonstrate design capabilities of the team proposed for this project.

11.9. PROPOSED COST (Attachment G – Do not submit with proposal)

Will only be required of finalists and is due at the time of the interview. Failure to state all costs associated with the service being provided including disclosure of any anticipated travel, printing, or other miscellaneous costs may result in such fees not being honored or paid by the county. **DO NOT SUBMIT WITH PROPOSAL.**

11.10. STATEMENT OF WORK (Attachment H – Do not submit with proposal)

Will only be required of finalists and is due at the time of the interview. Using the template provided in Attachment H, finalists are required to provide a preliminary Statement of Work and Project Plan. County staff will review these deliverables and make modifications as necessary. **DO NOT SUBMIT WITH PROPOSAL**